# **EXHIBIT B**

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 From:
 James Sheppard

 To:
 david liskutin@gmail.com

 Cc:
 info@kiwi com; pr@kiwi.com

Subject: Third Cease and Desist (Southwest Airlines)

Date: Wednesday, August 28, 2019 10:08:00 PM

Attachments: image003.png image002.jpg image004.png

#### David.

I am a Senior Attorney in the General Counsel Department at Southwest Airlines. I understand that you are the Chief Legal Officer of Kiwi.com. We have previously sent cease and desist letters to your company (see below). We continue to see that your company, Kiwi.com, that is advertising and selling Southwest's fares on its website. By selling Southwest fares (with our trademarked logos) on your Kiwi.com website, this gives rise to (1) trademark infringement claims and (2) a violation of the terms and conditions of Southwest's website (the "Southwest Terms").

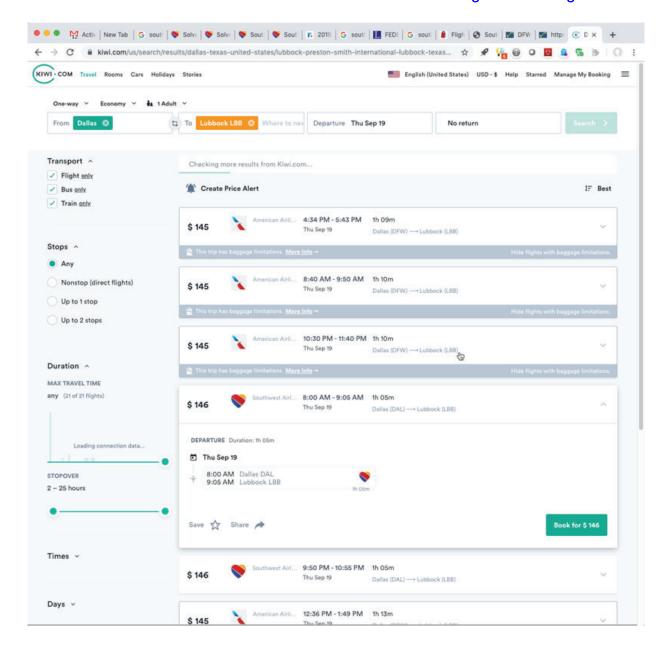
In addition, by posting Southwest fare and price information, Kiwi.com has also violated the Southwest Terms. Because Southwest as not granted Kiwi.com with access or permission to publish its flight or fare data, there are numerous violations of the Southwest Terms that include: (1) using the Southwest Website for or in connection with offering any third-party product or service; and/or (2) using automated tools or robots to obtain fare or pricing information from the Southwest Website.

Southwest has successfully forced other companies, whether foreign or domestic, to cease similar unlawful conduct with respect to unauthorized use of the Southwest Registrations and/or the Southwest Website. See, e.g., Southwest Airlines Co. v. Farechase, Inc., 318 F.Supp.2d 435 (N.D. Tex. 2004).

Southwest repeats its prior demand that Kiwi.com immediate cease and desist from (1) extracting Southwest's flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on the Kiwi.com website, through its mobile applications or elsewhere; and (3) use of Southwest Registrations, including our famous "Heart" logo, in violation of U.S. copyright law.

Within seven (7) days of receipt of this e-mail, please confirm by written correspondence that you will immediately cease and desist, and will otherwise fully comply with the demands made herein. Please let me know if you have any questions and kindly direct any future communications regarding this matter to my attention.

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From: James Sheppard < James. Sheppard@wnco.com>

Sent: Monday, September 17, 2018 10:52 PM

**To:** info@kiwi.com **Cc:** pr@kiwi.com

Subject: Second Cease and Desist (Southwest Airlines)

#### To Whom It May Concern:

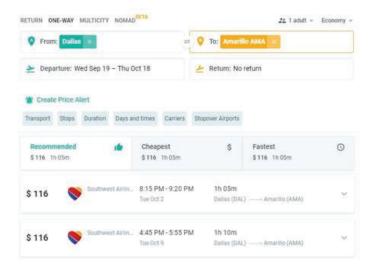
I am a Senior Attorney in the General Counsel Department at Southwest Airlines Co. ("Southwest"). This is our second cease and desist notice to your company, Kiwi.com, that is advertising and selling Southwest's fares on its website. By selling Southwest fares (with our trademarked logos) on your Kiwi.com website, this gives rise to (1) trademark infringement claims and (2) a violation of the terms and conditions of Southwest's website (the "Southwest Terms")

This is our second cease and desist letter requesting that Kiwi.com (or related websites, such as Skypickers.com) stop the use of our trademark images and display of our fares in violation of the Southwest Terms.

As you know, Southwest is the owner of numerous federal trademark registrations, including our famous "Heart" logo, each of which cover either transportation services by air or travel agency services by computer in connection with air

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transportation services (the "Southwest Registrations"). The Southwest Registrations, including our famous "Heart" logo, provide Southwest with the exclusive right to use the exclusive marks, along with the right to exclude third parties – such as Kiwi.com – from unauthorized use of the marks. Here, as shown below, the Kiwi.com website is using Southwest's name, trademarks, and copyrighted "Heart" logo on its website:



It is clear, then, that Kiwi.com's unauthorized use of our famous "Heart" logo is a willful infringement of the Southwest Registrations and violation of U.S. copyright laws. Because Kiwi.com has used our famous "Heart" logo in violation of Southwest's intellectual property rights, this letter demands that Kiwi.com (and any related companies or contractors) immediately cease and desist from all further unauthorized use of the Southwest Registrations

In addition, by posting Southwest fare and price information, Kiwi.com has also violated the Southwest Terms. Because Southwest as not granted Kiwi.com with access or permission to publish its flight or fare data, there are numerous violations of the Southwest Terms that include: (1) using the Southwest Website for or in connection with offering any third-party product or service; and/or (2) using automated tools or robots to obtain fare or pricing information from the Southwest Website.

Southwest has successfully forced other companies, whether foreign or domestic, to cease similar unlawful conduct with respect to unauthorized use of the Southwest Registrations and/or the Southwest Website. See, e.g., Southwest Airlines Co. v. Farechase, Inc., 318 F.Supp.2d 435 (N.D. Tex. 2004).

Southwest repeats its prior demand that Kiwi.com immediate cease and desist from (1) extracting Southwest's flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on the Kiwi.com website, through its mobile applications or elsewhere; and (3) use of Southwest Registrations, including our famous "Heart" logo, in violation of U.S. copyright law.

Within seven (7) days of receipt of this e-mail, please confirm by written correspondence that you will immediately cease and desist, and will otherwise fully comply with the demands made herein. Please let me know if you have any questions and kindly direct any future communications regarding this matter to my attention.

James Sheppard Senior Attorney – General Counsel Department 2702 Love Field Drive, HDQ-4GC Dallas, Texas 75235-1611 (214) 792-5354 James Sheppard@wnco.com

